

	Kotak Mahindra Bank Limited <small>Registered Office : 27 BKC, C 27, G Block, Bandra Complex, Bandra (E), Mumbai - 400 051, Corporate Identity No.L65110MH1985PLC038137, Branch Office,at Kotak Mahindra Bank Ltd., Kotak House, 22, M.G.Road, Bangalore - 560 001</small>	APPENDIX- IV-A [REFER PROVISO TO RULE 8(6)]
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TERMS AND CONDITIONS OF E-AUCTION SALE:

Property will be sold on **“AS IS WHERE IS”, AS IS WHAT IS”** and **“WHATEVER THERE IS” Basis.**

1	Name and Address of Borrower(s) and Guarantor(s)	1). M/s. SHRI MALLESHWAR TRADERS Represented by its Proprietor Mr. Irappa aliya Iranna Malleshappa Honagannavar General Merchants & Commission Agents Plot No-447/2/A, Panchakshari Nagar, Gadag - 582101, 2)MR. Irappa aliya Iranna Malleshappa Honagannavar , Plot No-447/2/A, Panchakshari Nagar, Gadag - 582101 Also at Mr. Irappa aliya Iranna Malleshappaa Honagannavar R/at #3123 Okkalageri Oni, Gadag, Gadag -582101 3) Mrs. Lalita. I Honagannavar W/O.Irappa aliya Iranna R/at #3123 Okkalageri Oni, Gadag Gadag -582101
2	Name and Address of the Branch, the secured Creditor	Kotak Mahindra Bank Limited, No. 22, M G Road, Bangalore 560 001
3	Complete Description of the immovable secured assets(s) to be sold	All that part and parcel of industrial property plot 4A sub Division 4A/2 Rs No 447A situated Gadag betageri TMC limit, Gadag measuring 2 Guntas 8 annas (2723 Sq Ft) standing in the name of Mr.Irappa Malleshappa Honagannavar together with all existing buildings and structure thereon and buildings and structures as may be erected/constructed there upon any time from /after the date of respective mortgages and addition thereto and all fixtures and furniture's and plant and machinery attached to the earth or permanently fastened to anything to the earth, both present and future. East by: 30 Ft Road West by: 15 Ft Road North by: Remaining Portion of plot No 4A South by: other plot
4	Details of the encumbrances known to the secured creditor	Nil
5	The secured debt for recovery of which property is to be sold	₹ 24,71,620.74/- (Rupees: Twenty Four Lakh Seventy One Thousand Six Hundred Twenty and Paise Seventy Four Only) as



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		05-02-2024
6	Deposit of Earnest money (EMD)	5,60,812/- (Rupees Five Lakh Twenty Sixty Thousand Eight Hundred Twelve Only) being the 10% Reserve Price remitted RGTS or Demand draft in favour Kotak Mahindra Bank Limited payable at Bangalore
7	i. Reserve Price of the immovable Secured asset: ii. Deposit of EMD: iii. Last Date & Time which EMD to Submitted / remitted	₹.56,08,116 (Rupees Fifty Six Lakhs Eight Thousand and One Hundred Sixteen Only) RGTS or Demand draft in favour Kotak Mahindra Bank Limited payable at Bangalore 23-05-2024 Up to 12:00 PM
8	Time and Manner of Payment	The successful bidder shall deposit 25% of sale Price, after adjusting, the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case may be, upon acceptance of the offer by the Authorized Officer, failing which, the EMD will be forfeited. The Balance 75% of the Sale price is payable on or before 15 day of confirmation of the sale of the secured asset or such extended period as may be agreed upon in writing between the secured creditor and the e-auction purchaser not exceeding 3 months from the date of e-auction.
9	Date, Time and Place of Public e-auction or time after sale by any other mode shall be completed.	24-05-2023 from 3:00 P.M to 4:00 P.M, Kotak Mahindra Bank Limited No.22, M G Road, Bangalore- 560 001
10	The E-auction will be conducted through Banks approved service provider. E-auction tender documents containing e-auction bid form, declaration etc., are available in the website of the service provider as mentioned above.	M/s C1 India Private Limited, at the web portal www.bankeauctions.com https://auctions.kotak.com/properties/auction-notices/
11	i. Bid increment	i. Rs.50,000/-

	<p>amount: ii. Auto extension:</p>	<p>ii. Unlimited extension of Five Minutes for each bid, if the bid continues , till sale concluded</p>
12	<p>i. Date and Time during which inspection of immovable asset to be sold and intending bidders should satisfy themselves about the asset and their specifications. ii. Contact person with Mobile Number.</p>	<p>.04.2024, Time: 10.00 AM and 4.00 PM</p> <p>Mr. Chandrashekhar D Patil, Sridhar B Or by person Mr. Karun B, Mobile- (+919980993715) (+919738413007) (+919686812683).</p>
13	Other Conditions	<p>a) Bidder shall hold a valid E mail ID (e mail ID is absolutely necessary for the intending bidder as all relevant information and allotment of ID and password by M/s C1 India Pvt Ltd may conveyed through email)</p> <p>b) The Authorised Officer or the Bank shall or Service Provider for e-auction shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of properties Auctioned.</p> <p>c) The Intending Bidder is advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc.</p> <p>d) Along with offer document, the intending bidder shall also attach a copy of the PAN card issued by the Income Tax department (or Form 60) AND his/ her identity proof and the proof of residence such as copy of the Aadhar card, Passport, Election Commission Card, Ration Card, Driving license etc.</p> <p>e) The Secured asset shall be sold to the highest bidder/offerer, subject to acceptance of the bid by the secured creditor/Authorized Officer of Kotak Mahindra Bank Limited. The online/ inter-se bidding for above Immovable Properties/Property will take place on schedule date and time as mentioned e-</p>

		<p>auction Notice.</p> <p>f) All dues and outgoings, i.e., municipal taxes, maintenance / society charges, electricity and water taxes or any other dues including all overdue in respect of the said Immovable Properties/Property shall be paid by the successful bidder(s)/purchaser.</p> <p>g) The Immovable Properties/Property described e-auction sale Notice shall remain and be at the sole risk of the successful purchaser in all respects including loss or damage by fire or theft or other accidents, and other risk from the date of the confirmation of the Sale by the undersigned Authorized Officer. The successful bidder shall not be entitled to annul the sale on any ground of whatsoever nature.</p> <p>h) In case final bid amount/sale consideration of assets is Rs. 50.00 lakhs or above, the successful bidder shall deduct and remit TDS @1% of bid amount from the sale consideration by giving PAN number of borrower as deducted which can be obtained from authorized officer/bank after completion of bidding and remaining 99% of sale consideration shall be payable to bank within stipulated time. Hence, the highest successful bidder is bound to deposit TDS @ 1% on purchase of repossessed asset on the PAN of the borrower as per Section (194-IA) of the Income Tax Act 1961.</p> <p>i) In such cases sale consideration of asset under auction is Rs. 50.00 lakh or above the successful bidder/purchaser, on payment of entire sale consideration as above (net of TDS) and on completion of sale formalities, shall be issued a sale certificate for the Immovable Properties/Property as per format prescribed under SARFAESI Act & Rules 2002 only upon receipt of Challan-cum-statement in form No. 26QB having remitted the TDS. The certificate for TDS in form 16B to be submitted to the bank subsequently.</p> <p>j) It shall solely be the responsibility of the successful bidder to get the sale certificate registered. All expenses relating to stamp duty, registration charges, transfer charges and any other</p>
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		<p>expenses and charges in respect of the registration of the sale certificate issued in format prescribed under the SARFAESI Act & Rules 2002 for the above referred Immovable Properties/Property shall be borne by the successful bidder/purchaser. The sale certificate has to be registered at the earliest as per state Law/Rules regarding transfer else the purchaser has to give the request letter to the secured creditor mentioning the reason of delaying the registration.</p> <p>k) The Authorized officer is not bound to accept the highest offer or any or all offers and Kotak Mahindra Bank Limited., as secured creditor, reserves its right to reject any or all bid(s) without assigning any reasons. In case, the bids are rejected, Authorized officer can negotiate with any of the tendered or intending bidders or other parties for sale of the Immovable Properties/Property by private treaty. Sale is subject to confirmation by the Secured Creditor /Authorized Officer of Kotak Mahindra Bank Limited and as per amended Security Interest (Enforcement) Rule 2002.</p> <p>l) No persons other than the intending bidders/offerer themselves, or their duly Authorized representative shall be allowed to participate in the e-auction / sale proceedings. However, the sale certificate shall be registered in favor of purchaser only in whose name bid application form has been submitted.</p> <p>m) The Authorized officer reserves his right to vary any of the terms and condition of this notice for sale, without prior notice, at his discretion & can also avail the services of marketing Agent or service Provider in selling the said repossessed mortgaged Immovable Properties/Property against their professional fee which will recovered from the borrower.</p> <p>n) In case, all the dues of the Bank together with all cost, charges and expenses incurred by the Secured Creditor are tendered by the above name borrower/co-borrower (s) / Guarantor(s) at any time on or before the date fixed for sale, then the</p>
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		<p>Immovable Properties/Property will not be sold and all the bids received from the prospective bidders shall be returned to them without any liability / claim against Kotak Mahindra Bank Limited.</p> <p>o) In the event the said sale in favour of the bidder not being confirmed by the Authorised officer, otherwise than on account of the willful default of the bidder or if the sale is set aside by any order of any Order / Direction / Decree received from any Court/Tribunal and in such an event, the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her EMD or purchase money as the case may be, but without any interest and/or charges and expenses of and incidental to the said sale and investigation of title or nay other costs incurred by him / her.</p> <p>p) Tendered documents may be collected from local branch of Kotak Mahindra Bank Limited. For detailed terms and conditions of the sale, please refer to the link provided in Secured Creditor's website i.e. https://auctions.kotak.com/properties/auction-notices/ Or https://www.bankeauctions.com).</p> <p>q) The borrowers/mortgagor are also hereby informed that they must take delivery of their personal house-hold belongings/articles lying inside the said mortgaged Properties/Property under the custody of Kotak Mahindra Bank Limited, if any within 30 days from the date of publication, with prior intimation to Kotak Mahindra Bank Ltd failing which the Kotak Mahindra Bank Ltd shall have no liability/responsibility to the same and will dispose of at the risk of borrowers/ mortgagor.</p> <p>r) Special Instruction: Bidding in the last movement should be avoided in the bidders own interest as neither the Kotak Mahindra Bank Ltd nor Service Provider will be responsible for any lapse/failure in order to ward of such contingent situations bidders are requested to make all necessary arrangement/alternatives back-up etc., so that they are able to circumvent such situation and are able to participate in</p>
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		<p>the auction successfully.</p> <p>s) All the disputes arising amongst the parties shall be adjudicated according to Indian Law and the courts in Bangalore alone shall have jurisdiction to entertain/ adjudicate such disputes.</p>
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Place: Bengaluru
Date: 25-04-2024

For Kotak Mahindra Bank Ltd.
Authorized Officer